

## EXHIBIT G-9

## ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "**Agreement**") is entered into as of April 1, 2016, by and between Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company (the "**Seller**"), and Lifetime Brands, Inc., a Delaware corporation, or its assignee (the "**Purchaser**").

### Introduction

The Purchaser wishes to purchase from the Seller, and the Seller desires to sell to the Purchaser, certain of the inventory and intellectual property, and other specified assets, of Seller, in each case, that are exclusively related to the business (the "**Business**") known as Wilton Armetale, Inc. ("**Wilton**"). The purchase and sale of the assets and the other transactions contemplated hereby are sometimes collectively referred to herein as the "**Transactions**."

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### ARTICLE 1 THE TRANSACTIONS; CLOSING

**1.1. Purchase and Sale of Purchased Assets.** Subject to the terms and conditions of this Agreement, and in reliance upon the representations and warranties contained herein, at the Closing, the Purchaser shall purchase from the Seller, and the Seller shall sell, convey, transfer, assign and deliver to the Purchaser, free and clear of all liens, security interests, mortgages, encumbrances and restrictions of every kind (collectively, "**Liens**"), all of the following (collectively, the "**Purchased Assets**");

(a) all Intellectual Property of the Seller exclusively relating to the Business, including without limitation, all trademarks, patents, molds, customer lists, domain names and designs whether or not set forth on Schedule 1.1(a);

(b) all product and packaging designs and molds held and owned by Seller for all products sold under Seller's trademarks exclusively relating to the Business;

(c) the inventory, supplies, finished goods, work in process, packaging materials and other consumables of Seller exclusively relating to the Business as set forth on Schedule 1.1(c) (the "**Inventory**");

(d) all printed catalogs, packaging, packaging inserts, user manuals and instructions associated with the Intellectual Property or the Inventory of Seller exclusively relating to the Business; and

(e) all goodwill associated with such Purchased Assets.

Seller acknowledges and agrees that the Purchased Assets include, without limitation, Intellectual Property, Inventory and other assets in the categories set forth in Section 1.1(a)

through (f) that were purported to be acquired by Seller from Wilton, even if record title to such assets has not yet been transferred by Wilton to Seller.

**1.2. Excluded Assets.** Notwithstanding the foregoing, the Purchased Assets shall not include any assets of the Seller other than the Purchased Assets.

**1.3. Excluded Liabilities.** The Purchaser shall not assume or in any way be responsible for any obligations or liabilities of the Seller (whether or not disclosed) of any kind.

**1.4. Certain Definitions.** For purposes of this Agreement, the following terms shall have the meanings indicated below:

“Affiliate” has the meaning ascribed to it in Rule 405 promulgated under the Securities Act of 1933, as amended.

“Intellectual Property” shall mean all intellectual property rights of every kind of Seller including all (i) patents, patent applications, patent disclosures and inventions, (ii) trademarks, service marks, trade dress, trade names, logos and corporate names (in each case, whether registered or unregistered) and registrations and applications for registration thereof, (iii) copyrights (registered or unregistered) and registrations and applications for registration thereof, (iv) computer software, data, data bases and documentation thereof, (v) trade secrets and other confidential or proprietary information (including, without limitation, ideas, formulas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, research and development information, drawings, specifications, designs, plans, proposals, molds, technical data, copyrightable works, financial and marketing plans and customer and supplier lists and information, (vi) World Wide Web addresses, Websites, domain name registrations, (vii) works of authorship including, without limitation, computer programs, source code and executable code, whether embodied in software, firmware or otherwise, documentation, designs, files, records, data and mask works and any rights in semiconductor masks, layouts, architectures or topography, and (viii) goodwill associated with any of the foregoing. For purposes of this paragraph, “Websites” shall mean all series of interconnected pages on the World Wide Web, content, written materials, graphics and designs formatted using HTML code or another web-based code, located at, or otherwise intended to be accessible by, internet users visiting one of the domain names listed on Schedule 1.1(a); *provided, however*, “Websites” shall exclude any computer software, script, programming code, formatting code, customer transaction data and customer reviews. The Seller’s patents, trademarks and copyrights registered with the United States Patent and Trademark Office and the Borrower’s registered domain names are set forth on Schedule 1.1(a) attached hereto and incorporated herein.

“Person” means any natural person or corporation, limited liability company, partnership, trust, other business entity, governmental authority or non-governmental authority.

“Purchase Price” means the sum of (i) for the Inventory, an amount equal to 68% of the cost value thereof as set forth on Schedule 1.1(c), which shall be payable

within ten (10) business days after the date Purchaser takes possession thereof, plus (ii) for all of the Intellectual Property and other Purchased Assets, \$350,000, which shall be payable at the Closing. The Purchase Price shall be paid by wire transfer of immediately available funds in U.S. dollars pursuant to the wire instructions attached hereto as

**Exhibit 1.4.**

“Tax” or “Taxes” means all taxes, charges, fees, levies, penalties, additions or other assessments imposed by any foreign, federal, state or local taxing authority, including, but not limited to, income, excise, property, sales, use, transfer, franchise, payroll, withholding, value added, social security or other taxes, charges or assessments, including any interest, penalties or additions attributable thereto.

“Tax Returns” means all reports, estimates, declarations of estimated Tax, information statements and returns relating to, or required to be filed in connection with, any Taxes and any schedules attached to or amendments of (including refund claims with respect to) any of the foregoing.

1.5. **Closing.** The Transactions contemplated hereby shall take place at a closing (the “Closing”) to be held remotely by the electronic exchange of documents and signatures (or at such location as the parties may designate in writing) on the date hereof (the “Closing Date”).

1.6. **Allocation.** The total amount of the Purchase Price shall be allocated among the Purchased Assets for Tax purposes in a manner consistent with the allocations of the Purchase Price set forth herein. It is agreed that the allocations under this Section 1.6 will be binding on all parties for federal, state, local and other Tax purposes and will be consistently reflected by each party on such party’s Tax Returns.

**ARTICLE 2  
REPRESENTATIONS AND WARRANTIES CONCERNING THE SELLER**

The Seller represents and warrants to the Purchaser that the information contained in this Article 2 is true and correct and will be true and correct as of the Closing Date:

2.1. **Organization, Power and Standing.** The Seller is a limited liability duly organized, validly existing and in good standing under the laws of the State of Delaware, and has all requisite power and authority to own, lease and operate its properties and to carry on its business as historically conducted (collectively, the “Business”).

2.2. **Due Authorization; No-Conflict.** The Seller has full power and authority and has taken all required action on its part (including manager and member approval) necessary to permit it to execute and deliver and to carry out the terms of this Agreement and the other agreements, instruments and documents of the Seller contemplated hereby. No consent, order, authorization, approval, declaration or filing with any Person, is required on the part of the Seller for or in connection with its execution, delivery or performance of this Agreement or any of the other agreements, documents and instruments contemplated hereby. The execution, delivery and performance of this Agreement and the other agreements, documents and instruments contemplated hereby by the Seller will not result in any violation of, be in conflict

with, constitute a default under, or cause the acceleration of any obligation or loss of any rights under, any Legal Requirement or agreement, contract, instrument, organizational document or permit to which the Seller is a party or by which the Seller is bound.

**2.3. Validity and Enforceability.** This Agreement is, and each of the other agreements, documents and instruments contemplated hereby to which the Seller is a party shall be when executed and delivered by the Seller, the valid and binding obligations of the Seller enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally.

**2.4. Contracts.** There are no contracts, agreements or arrangement, whether written or oral, to which the Seller is party and related to the Purchased Assets that are necessary for the Purchaser to own and enjoy the Purchased Assets following the Closing.

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER**

The Purchaser represents and warrants to the Seller that each of the statements contained in this Article 3 is true and correct and will be true and correct as of the Closing Date:

**3.1. Authority.** The Purchaser has full power and authority and has taken all required action on its part necessary to permit it to execute and deliver and to carry out the terms of this Agreement and the other agreements, instruments and documents of the Purchaser contemplated hereby.

**3.2. No Conflict.** No consent, approval or authorization of or declaration or filing with any governmental or non-governmental authority or any party to any contact with the Purchaser is required on the part of the Purchaser for or in connection with its execution, delivery or performance of this Agreement and the other agreements, documents and instruments contemplated hereby. The execution, delivery and performance of this Agreement and the other agreements, documents and instruments contemplated hereby by the Purchaser will not result in any violation of, be in conflict with, or constitute a default under any Legal Requirement, agreement, contract, instrument, charter, by-laws, operating agreement, partnership agreement, organizational document, Permit to which the Purchaser is a party or by which the Purchaser is bound.

**3.3. Validity and Enforceability.** This Agreement is, and each of the other agreements, documents and instruments contemplated hereby to which the Purchaser is a party shall be when executed and delivered by the Purchaser, the valid and binding obligations of the Purchaser enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally.

**3.4.** Except as specifically provided herein, the Assets are being sold and conveyed on an "as is, where is" basis, without any further representations or warranties, express or implied. Except for the representations and warranties expressly set forth in this Agreement, the Seller expressly disclaims, and the Purchaser agrees that it is not relying on, any other representations

or warranties (written or oral), whether made by Seller or any of its affiliates, officers, directors, employees, representatives, or agents.

#### **ARTICLE 4 SELLER'S POST-CLOSING COVENANTS**

**4.1. Use of Name.** The Seller acknowledges and agrees that the names "Wilton Armatale" and any abbreviations or derivations thereof, constitute part of the Purchased Assets and shall refrain from using any such names, abbreviations or derivations after the Closing. Notwithstanding the forgoing, Purchaser hereby acknowledges and agrees that Seller may continue to use the any names and trademarks related to the Business for nine (9) months after the Closing solely for purposes of (i) selling the inventory related to the Business that is not transferred to Purchaser hereunder and (ii) collecting accounts receivable related to the Business, provided that such use of names and trademarks would not reasonably be anticipated to have an adverse effect on the Purchased Assets.

**4.2. Use of UPC Codes.** Seller hereby agrees and grants to Purchaser a perpetual, irrevocable, royalty-free license to use the UPC code(s) associated with the Inventory for purposes of selling the Inventory purchased hereunder after the Closing.

#### **ARTICLE 5 CLOSING DELIVERABLES;**

**5.1. Closing Deliverables.** At the Closing, the parties have executed and delivered (i) a Bill of Sale, in the form of **Exhibit A**, (ii) a Trademark Assignment in the form of **Exhibit B**, (iii) a Domain Name and Website Assignment in the form of **Exhibit C** and (iv) a Copyright Assignment in the form of **Exhibit D**, collectively reflecting the Seller's transfer of such Purchased Assets to the Purchaser free and clear of all Liens.

#### **ARTICLE 6 SURVIVAL; INDEMNIFICATION**

**6.1. Survival.** The representations, warranties, covenants and agreements contained herein shall survive the Closing and any investigation or finding made by or on behalf of the Purchaser or the Seller. No action for a breach of the representations and warranties contained herein shall be brought after March 31, 2017, except for claims of which the Seller has been notified with reasonable specificity by the Purchaser, or claims of which the Purchaser has been notified with reasonable specificity by the Seller, within such period, which shall survive until such claims have been resolved.

**6.2. Indemnification by the Seller.** The Seller shall indemnify and hold the Purchaser and its Affiliates harmless from and against all claims, liabilities, obligations, costs, damages, losses and expenses (including reasonable attorneys' fees and costs of investigation) of any nature (collectively, "Losses") arising out of or relating to (i) any breach or violation of the representations or warranties of the Seller set forth in this Agreement (including the schedules) or in any certificate or document delivered pursuant to this Agreement, (ii) any breach or violation of the covenants or agreements of the Seller set forth in this Agreement, or (iv) any fraud, intentional misrepresentation or willful misconduct.

**6.3. Indemnification by the Purchaser.** The Purchaser shall indemnify and hold the Seller harmless from and against all Losses arising out of or relating to any breach or violation of the representations, warranties, covenants or agreements of the Purchaser set forth in this Agreement.

**6.4. Adjustment to Purchase Price.** All indemnification payments paid pursuant to this Article shall be adjustments to the purchase price.

## **ARTICLE 7 MISCELLANEOUS**

**7.1. Notices.** All notices, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered in person, by e-mail or fax, by United States mail, certified or registered with return receipt requested, or by a nationally recognized overnight courier service, or otherwise actually delivered:

(a) if to the Seller, to:

Gordon Brothers Commercial & Industrial, LLC  
800 Boylston Street, 27<sup>th</sup> Floor  
Boston, MA 02199  
Attention: Jim Lightburn  
Email: [jlightburn@gordonbrothers.com](mailto:jlightburn@gordonbrothers.com)

with a copy (which shall not constitute notice) to:

Choate, Hall & Stewart LLP  
Two International Place  
Boston, Massachusetts 02110  
Attention: Kevin J. Simard  
Fax: (617) 248-4000  
E-mail: [ksimard@choate.com](mailto:ksimard@choate.com)

(b) if to the Purchaser, to:

Lifetime Brands, Inc.  
1000 Stewart Avenue  
Garden City, New York 11530  
Attention: Dan Siegel, President  
E-mail: [dan.siegel@lifetimebrands.com](mailto:dan.siegel@lifetimebrands.com)

or at such other address as may have been furnished by such person in writing to the other parties. Any such notice, demand or communication shall be deemed given on the date given, if delivered in person, e-mailed or faxed or otherwise actually delivered, on the date received, if given by registered or certified mail, return receipt requested or given by overnight delivery service, or three days after the date mailed, if otherwise given by first class mail, postage prepaid.



**7.2. Governing Law; Forum.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements executed and to be performed solely within such State. Any judicial proceeding arising out of or relating to this Agreement shall be brought in the courts of the State of New York, and, by execution and delivery of this Agreement, each of the parties to this Agreement accepts the exclusive jurisdiction of such courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each of the parties further agrees that a summons and complaint commencing an action or proceeding in any of such courts shall be properly served and shall confer personal jurisdiction if served to it at the address and in the manner set forth in Section 7.1 or as otherwise provided under the laws of the State of New York. This provision may be filed with any court as written evidence of the knowing and voluntary irrevocable agreement between the parties to waive any objections to jurisdiction, to venue or to convenience of forum. The foregoing consents to jurisdiction and appointments of agents to receive service of process shall not constitute general consents to service of process in the State of New York for any purpose except as provided above and shall not be deemed to confer rights on any Person other than the respective parties to this Agreement.

**7.3. Amendments, Waivers.** This Agreement may be amended or modified only with the written consent of the Purchaser and the Seller. No waiver of any term or provision hereof shall be effective unless in writing signed by the party waiving such term or provision. No failure to exercise or delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. The rights provided hereunder are cumulative and not exclusive of any rights, powers or remedies provided by law.

**7.4. Expenses.** Except as otherwise expressly set forth herein, all legal and other costs and expenses incurred in connection with this Agreement and the Transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

**7.5. Successors and Assigns.** This Agreement, and all provisions hereof, shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, provided that this Agreement may not be assigned by any party without the prior written consent of the other parties hereto except that this Agreement may be assigned by the Purchaser to any of its Affiliates or to any Person acquiring a material portion of the assets, business or securities of the Purchaser, whether by merger, consolidation, sale of assets or securities or otherwise.

**7.6. Entire Agreement.** This Agreement, the attached exhibits and schedules, and the other agreements, documents and instruments contemplated hereby contain the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to herein.

**7.7. Counterparts.** This Agreement may be executed in one or more counterparts, and with counterpart facsimile or electronically scanned signature pages, each of which shall be an original, but all of which when taken together shall constitute one and the same Agreement.



**7.8. Headings.** The headings of Articles and Sections herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof.

**7.9. Further Assurances.** Following the Closing, the parties will execute and deliver such documents and take such other actions as may be reasonably requested from time to time by the Purchaser or the Seller in order to fully consummate the Transactions. Without limiting the foregoing, the Seller will use reasonable best efforts to execute and deliver such documents and take such other actions as may be reasonably requested from time to time by the Purchaser to convey record title of any Purchased Assets that may be held in the name of Wilton from Wilton to the Seller, and promptly thereafter from the Seller to Purchaser.

**7.10. Third Party Beneficiaries.** Nothing in the Agreement shall be construed to confer any right, benefit or remedy upon any Person that is not a party hereto or a permitted assignee of a party hereto, except as otherwise expressly set forth in this Agreement.

**7.11. No Strict Construction.** The parties hereto have participated jointly in the negotiation and drafting of this Agreement and the other agreements and documents contemplated herein. In the event an ambiguity or question of intent or interpretation arises under any provision of this Agreement or any other agreement or documents contemplated herein, this Agreement and such other agreements or documents shall be construed as if drafted jointly by the parties thereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authoring any of the provisions of this Agreement or any other agreements or documents contemplated herein.

**7.12. Publicity.** The Seller may, at its own expense, place announcements on its corporate website and in financial and other newspapers and periodicals regarding the transactions contemplated hereby, so long as (a) such announcements do not disclose the price paid for the Purchased Assets or any proprietary or confidential information relating to Purchaser or the Purchased Assets and (b) the Purchaser has had a reasonable opportunity to review and comment on the substance of such announcements and the Seller has considered in good faith any comments the Purchaser may have; provided, that the Seller shall not be required to afford the Purchaser the opportunity to review and comment on the substance of any such announcement to the extent that the substance thereof is not broader than in any prior announcement placed by the Seller or approved by Purchaser. Subject to the foregoing, following the Closing, the Seller shall not, directly or indirectly, disclose, divulge or make use of any trade secrets or other information of a business, financial, marketing, technical or other nature pertaining to the Purchaser, or the Business, including information of others that the Purchaser has agreed to keep confidential and the terms and conditions of this Agreement, except (a) to the extent that such information shall have become public knowledge other than by breach of this Agreement by the Seller, (b) to the extent Seller is required to disclose such information in order to comply with its obligations hereunder, (c) to the extent that disclosure of such information is not in breach of the Confidentiality Agreement dated March 24, 2016 and (d) to the extent that disclosure of such information is required by law or legal process (but only after the Seller has provided the Purchaser with reasonable notice and opportunity to take action against any legally required disclosure).

**7.13. Schedules and Exhibits.** All schedules and exhibits to this Agreement are an integral part of this Agreement and are incorporated herein by reference in this Agreement for all purposes of this Agreement. All schedules and exhibits delivered with this Agreement shall be arranged to correspond with the numbered and lettered sections and subsections contained in this Agreement, and the disclosures in such schedules shall qualify only the corresponding sections and subsections contained in this Agreement, unless otherwise expressly provided herein.

**7.14. Waiver of Jury Trial.** EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

**7.15. Severability.** This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement. If any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, such provisions shall be construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by applicable law.

**7.16. Certain Taxes.** All transfer, documentary, sales, use, real property gains, stamp, registration, and other such Taxes and fees incurred in connection with this Agreement shall be paid by the Purchaser when due, and the Purchaser will, at its own expense, file all necessary Tax Returns and other documentation with respect to all such transfer, documentary, sales, use, real property gains, stamp, registration, and other Taxes and fees, and, if required by applicable law, the Purchaser will join in the execution of any such Tax Returns and other documentation.


**7.17. Brokers.** Each party to this Agreement represents and warrants to the other party that it has not incurred and will not incur any liability for brokerage fees, finders' fees, agents' commissions, or similar obligations in connection with this Agreement and the transactions contemplated hereby. Each party shall pay its own fees and expenses in connection with this transaction.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as a sealed instrument as of the date first above written.

SELLER:

GORDON BROTHERS COMMERCIAL & INDUSTRIAL, LLC

By:   
Name: Jim Lightburn  
Title: Managing Director

PURCHASER:

LIFETIME BRANDS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Asset Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this  
Agreement as a sealed instrument as of the date first above written.

SELLER:

GORDON BROTHERS COMMERCIAL & INDUSTRIAL, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PURCHASER:

LIFETIME BRANDS, INC.

By: \_\_\_\_\_  
Name: Jeffrey S. [unclear]  
Title: Chairman and CEO

[Signature Page to Asset Purchase Agreement]

**EXHIBIT 1.4**

**WIRE INSTRUCTIONS**

Gordon Brothers Commercial & Industrial, LLC  
Bank of America  
100 Federal Street  
Boston, MA 02110  
Account # 4602296205  
ABA # 026 009 593

**EXHIBIT A**

**BILL OF SALE**

Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company (the "Seller"), does hereby sell, transfer, assign and convey unto Lifetime Brands, Inc., a Delaware corporation, or its assignee (the "Purchaser"), the Purchased Assets (as defined in the Asset Purchase Agreement of even date herewith between the Seller and Purchaser).

The Seller represents and warrants that it has good and marketable title to the Purchased Assets, free and clear of all Liens (as defined in the Asset Purchase Agreement of even date herewith between the Seller and Purchaser), and that Purchaser will acquire good and marketable title to the Purchased Assets, free and clear of all Liens.

IN WITNESS WHEREOF, the SELLER has executed and delivered this Bill of Sale as of this April \_\_, 2016.

GORDON BROTHERS COMMERCIAL & INDUSTRIAL, LLC

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT B**

**TRADEMARK ASSIGNMENT**

WHEREAS, Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company having a business address of Prudential Tower, 800 Boylston Street, 27th Floor, Boston, MA 02199 (the "ASSIGNOR"), owns and uses the registered trademarks (hereinafter "MARKS") listed on the attached Schedule of US and Canada Trademark Registrations;

WHEREAS, Lifetime Brands, Inc. a corporation organized and existing under the laws of Delaware and having a business address of 1000 Stewart Avenue, Garden City, NY 11530 (the "ASSIGNEE"), desires to acquire the MARKS, and past common law causes of action thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all rights, title and interest in and to the MARKS, together with the goodwill of the business connected with the MARKS, and symbolized by the MARKS. ASSIGNOR further assigns to ASSIGNEE the right to sue for past common law causes of action.

ASSIGNOR

ASSIGNEE

Gordon Brothers Commercial & Industrial, LLC

Lifetime Brands, Inc.

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Schedule of US and Canada Trademark Registrations**

**U.S. Trademarks:**

<u>Trademark</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GOURMET	Live	78674112	3216637	03/06/2007
REGGAE	Live	78226258	2810713	02/03/2004
INSPIRATIONS	Live	78092940	3720021	12/01/2009
AMERICAN INSPIRATIONS	Live	75515797	2373687	08/01/2000
ELEGANT. YET, SO PRACTICAL.	Live	75400286	2262372	07/20/1999
WILTON ARMETALE	Live	74341193	1897896	06/06/1995
ARMETALE	Live	73053546	1042092	06/29/1976
COUNTRY FRENCH	Live	73045525	1040944	06/08/1976
RWP	Live	73033001	1028569	12/30/1975
ARMETALE	Live	72304526	0883160	12/30/1969
RWP	Live	72304524	0884447	01/20/1970
RWP	Live	72304523	0867174	03/25/1969

**Canada Trademarks:**

<u>Trademark</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Misc Design (Swirls, Zigzag lines, border of circle)	Live	1087714	TMA582482	5/27/2003
ARMETALE	Live	0624287	TMA372674	8/31/1990

**EXHIBIT C**

**DOMAIN NAME AND WEBSITE ASSIGNMENT**

This Domain Name and Website Assignment, effective as of April \_\_\_\_, 2016 (the "Effective Date"), is between Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company, and Gordon Brothers Group, LLC, a Massachusetts limited liability, each having a business address of Prudential Tower, 800 Boylston Street, 27th Floor, Boston, MA 02199 (together, the "Assignor"), and Lifetime Brands, Inc., a Delaware corporation with its principal place of business located at 1000 Stewart Avenue, Garden City, New York 11530 (the "Assignee").

WHEREAS, Gordon Brothers Commercial & Industrial, LLC and Assignee are parties to an Asset Purchase Agreement dated there date hereof; and

WHEREAS, Assignor has registered the following Internet domain names (the "Domain Names")

armatal.com  
armetale.biz  
armetale.com  
armetale.net  
armetale.org  
armetale.us  
wiltonarmetale.com  
gourmetgrillware.com

and is the registered owner thereof;

WHEREAS, Assignor agrees to assign, transfer and sell Assignor's entire right, title and interest in and to the Domain Names to Assignee; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Domain Names.

NOW, THEREFORE, for One Dollar (\$1.00) and other fair and good consideration, Assignor, as of the Effective Date, hereby assigns, transfers and sells to Assignee, its successors, and assigns, Assignor's entire worldwide right, title and interest in and to the Domain Names, including, but not limited to, Assignor's right, title and interest in and to the following: the registrations of the Domain Names; any intellectual property rights attaching to such Domain Names; all of the goodwill associated with the Domain Names; all renewals and extensions of rights associated with the Domain Names; all income, royalties, damages, and payments now or hereafter due or payable with respect to the Domain Names; all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement

or any other causes of action related to any Domain Name; and all rights corresponding thereto throughout the respective worldwide jurisdictions where Assignor holds rights in the Domain Names.

Upon the date first written above, Assignor shall provide Assignee with the identification code, password and relevant account information for each Domain Name registration with each applicable registrar. Assignor and Assignee agree that Assignee shall be responsible for the transfer of the Domain Names after the identification code, password and relevant account information for each Domain Name registration with each applicable registrar is provided by Assignor; provided, however, Assignor agrees to cause to be done, any and all acts necessary as may be reasonably requested from time to time by Assignee to effectuate the transfer of the Domain Names to Assignee. Assignor, as of the Effective Date, agrees to immediately cease using the Domain Names and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

WHEREFORE, Assignor has duly executed this Domain Name Assignment on the date indicated below.

ASSIGNOR:

Gordon Brothers Commercial & Industrial, LLC

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Gordon Brothers Group, LLC

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT D

**COPYRIGHT ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Gordon Brothers Commercial & Industrial, LLC ("Assignor"), a limited liability company organized and existing under the laws of Massachusetts and having a business address of Prudential Tower, 800 Boylston Street, 27th Floor, Boston, MA 02199, hereby irrevocably transfers and assigns to Lifetime Brands, Inc., a Delaware corporation with its principal place of business located at 1000 Stewart Avenue, Garden City, New York 11530 ("Assignee"), its successors and assigns, in perpetuity, all right (whether now known or hereinafter invented), all title, and interest, throughout the world, including any copyrights and renewals or extensions thereto, in all copyrights attached hereto and listed in Exhibit A.

IN WITNESS THEREOF, Assignor has duly executed this Agreement.

Gordon Brothers Commercial & Industrial, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibit A to Copyright Assignment

Copyrights

#	Full Title	Copyright Number	Date
[1]	Cape Henlopen mug. Ester Ann Ingram.	VA0000115328	1978
[2]	Jonathan Young Windmill.	VAu000046113	1983
[3]	Start a Fire.	SRu001191196	2014
[4]	Wilton Armetale artesian road.	VA0001282150	2004
[5]	Wilton Armetale artesian road.	VA0001282149	2004
[6]	Wilton Armetale artesian road.	VA0001282151	2004
[7]	Wilton Armetale Artesian Road.	VA0001281852	2004
[8]	Wilton armetale artesian road 2004	VA0001278444	2004
[9]	Wilton Armetale Artesian Road 2004. Add In: Tracy Porter. Author Of Work Made For Hire. VA 1-278-414.	V3590D756	2010
[10]	Wilton Armetale Artesian Road. VA 1-281-852.	V3590D756	2010
[11]	Wilton Armetale Artesian Road. VA 1-282-149.	V3590D756	2010
[12]	Wilton Armetale Artesian Road. VA 1-282-150.	V3590D756	2010
[13]	Wilton Armetale Artesian Road. VA 1-282-151.	V3590D756	2010
[14]	Wilton armetale jardiniere.	VA0001219572	2003
[15]	Wilton armetale jardiniere.	VA0001219571	2003
[16]	Wilton Armetale Jardiniere. VA 1-219-571.	V3590D756	2010
[17]	Wilton Armetale Jardiniere. VA 1-219-572.	V3590D756	2010

SCHEDULE 1.1(a)

INTELLECTUAL PROPERTY

U.S. Trademarks:

<u>Trademark</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GOURMET	Live	78674112	3216637	03/06/2007
REGGAE	Live	78226258	2810713	02/03/2004
INSPIRATIONS	Live	78092940	3720021	12/01/2009
AMERICAN INSPIRATIONS	Live	75515797	2373687	08/01/2000
ELEGANT. YET, SO PRACTICAL.	Live	75400286	2262372	07/20/1999
WILTON ARMETALE	Live	74341193	1897896	06/06/1995
ARMETALE	Live	73053546	1042092	06/29/1976
COUNTRY FRENCH	Live	73045525	1040944	06/08/1976
RWP	Live	73033001	1028569	12/30/1975
ARMETALE	Live	72304526	0883160	12/30/1969
RWP	Live	72304524	0884447	01/20/1970
RWP	Live	72304523	0867174	03/25/1969

Canada Trademarks:

<u>Trademark</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Misc Design (Swirls, Zigzag lines, border of circle)	Live	1087714	TMA582482	5/27/2003
ARMETALE	Live	0624287	TMA372674	8/31/1990

**Domain Names:**

armatal.com  
armetale.biz  
armetale.com  
armetale.net  
armetale.org  
armetale.us  
wiltonarmetale.com  
gourmetgrillware.com

**Copyrights:**

#	Full Title	Copyright Number	Date
[1]	<u>Cape Henlopen mug - Ester Ann Ingram.</u>	VA0000115328	1978
[2]	<u>Jonathan Young Windmill.</u>	VAu000046113	1983
[3]	<u>Start a Fire.</u>	SRu001191196	2014
[4]	<u>Wilton Armetale artesian road.</u>	VA0001282150	2004
[5]	<u>Wilton Armetale artesian road.</u>	VA0001282149	2004
[6]	<u>Wilton Armetale artesian road.</u>	VA0001282151	2004
[7]	<u>Wilton Armetale Artesian Road.</u>	VA0001281852	2004
[8]	<u>Wilton armetale artesian road 2004.</u>	VA0001278444	2004
[9]	<u>Wilton Armetale Artesian Road 2004. Add 1: Tracy Porter, Author Of Work Made For Hire. VA 1-278-444.</u>	V3590D756	2010
[10]	<u>Wilton Armetale Artesian Road. VA 1-281-852.</u>	V3590D756	2010
[11]	<u>Wilton Armetale Artesian Road. VA 1-282-149.</u>	V3590D756	2010
[12]	<u>Wilton Armetale Artesian Road. VA 1-282-150.</u>	V3590D756	2010
[13]	<u>Wilton Armetale Artesian Road. VA 1-282-151.</u>	V3590D756	2010
[14]	<u>Wilton armetale jardiniere.</u>	VA0001219572	2003
[15]	<u>Wilton armetale jardiniere.</u>	VA0001219573	2003
[16]	<u>Wilton Armetale Jardiniere. VA 1-219-571.</u>	V3590D756	2010
[17]	<u>Wilton Armetale Jardiniere. VA 1-219-572.</u>	V3590D756	2010



**SCHEDULE 1.1(c)  
INVENTORY**

Row Label	Category	Description	On-Hand	In-Transit	Total QTY	Cost	EXT Asset Cost
201335	Grillware	VEGETABLE GRILLER	4016	-	4016	953	\$ 38,272.48
201133	Grillware	GRILL TRAY	1638	-	1638	1253	\$ 20,498.34
201151	Grillware	FOOTBALL GRILLER	1183	-	1183	1449	\$ 17,141.67
356151	Basic	GANTER CRAB CHIP & DIP	910	-	910	1757	\$ 15,989.70
450004	Basic	CRAB W/SHRIMP LG RD TRAY	700	-	700	1693	\$ 11,851.00
272115	Basic	FLUTES & PEARLS PITCHER	518	-	518	2209	\$ 11,442.62
355294	Basic	BELLE MONT CHIP & DIP	555	-	555	1624	\$ 9,033.20
201055	Grillware	P.G. GRILLER	558	-	558	1499	\$ 8,384.42
450015	Basic	CRAB W/SHRIMP MD RD BOWL	420	-	420	1673	\$ 7,026.60
284019	Basic	LIGHTHOUSE CHIP & DIP	368	-	368	1923	\$ 5,972.54
450042	Basic	CRAB W/SHRIMP BREAD TRAY	681	-	681	842	\$ 5,565.62
272550	Basic	FLUTES & PEARLS BREAD TRAY	435	-	435	1201	\$ 5,224.35
601003	Basic	ALPHABET PLATE	692	-	692	754	\$ 5,217.58
373551	Basic	ACANTHUS LG OVAL TRAY	221	-	221	2320	\$ 5,127.20
272635	Basic	FLUTES & PEARLS HEART DISH	456	-	456	1085	\$ 5,056.30
272005	Basic	FLUTES & PEARLS LG PASTA BOWL	212	-	212	2279	\$ 4,831.46
272205	Basic	FLUTES & PEARLS & PC MD SALAD	235	-	235	1957	\$ 4,692.95
272104	Basic	FLUTES & PEARLS MD RD TRAY	330	-	330	1421	\$ 4,689.39
272004	Basic	FLUTES & PEARLS MD OVAL BOWL	302	-	302	1426	\$ 4,306.52
248701	Basic	HEART DISH	1135	-	1135	324	\$ 3,677.30
201471	Basic	PAELLA PAN	-	263	263	1248	\$ 3,531.84
272134	Basic	FLUTES & PEARLS SM CHIP & DIP	1	254	255	1322	\$ 3,371.10
820106DC	Serveware	DC'd REGGAE 3 PC MD BOWL SALA	170	-	170	1977	\$ 3,360.90
820106DC	Serveware	DC'd REGGAE LG RD BOWL	167	-	167	1977	\$ 3,301.59
201075	Grillware	GRIDDLE W/ HANDLES	239	-	239	1340	\$ 3,202.60
289034	Basic	SEA SHORE BREAD TRAY	361	-	361	842	\$ 3,035.62
272014	Basic	FLUTES & PEARLS MD OVAL TRAY	1	226	227	1322	\$ 3,006.94
281155	Basic	LOBSTER DIVIDED TRAY	159	-	159	1787	\$ 2,841.33
201331	Grillware	B.Q. BUTCH OVEN	30	-	30	2053	\$ 2,557.70
442614	Basic	SYMPHONY MD ROUND BASKET	175	-	175	1418	\$ 2,481.50
272264	Basic	FLUTES & PEARLS MEDIUM SQ TRAY	187	-	187	1305	\$ 2,440.35
272027	Basic	FLUTES & PEARLS LG 2PC C&D	146	-	146	1540	\$ 2,246.40
189064	Basic	TEXAS HANDL TRAY	119	-	119	1772	\$ 2,108.68
601004	Basic	HEALTH PLATE	323	-	323	631	\$ 2,038.13
271325	Basic	x BRIDAL LUGGAGE TAG	943	-	943	215	\$ 2,027.45
601012	Basic	BLESS THIS HOUSE SM BREAD TRAY	327	-	327	629	\$ 2,027.40
457144	Basic	Four of a Kind Bowl	7	114	121	1672	\$ 2,023.12

Item Label	Category	Description	Qty/Box	Unit Price	Total Qty	Cost	EXT Asset Cost
291123	Gridware	SAUCEPOT W/SPOUT	310		310	6.51	\$ 2,018.10
437018	Basic	Round Lb Tray	5	114	115	15.37	\$ 1,829.93
437731	Basic	Round Lb Cheeseboards	2	114	115	15.14	\$ 1,741.24
284124	Basic	SEAFORE SM TRAY	200		200	7.11	\$ 1,422.55
201301	Gridware	PIZZA TRAY	101		101	13.45	\$ 1,358.45
272065	Basic	FLUTES & PEARLS BUTTER DISH	130		130	9.54	\$ 1,240.20
272015	Basic	FLUTES & PEARLS CHEESEBOARD W/		116	116	10.56	\$ 1,225.36
891028	Basic	GIVE US THIS DAY SM BREAD TRAY	164		164	6.15	\$ 1,009.60
437018	Basic	Round Lb Bread Tray	3	114	117	8.42	\$ 985.14
264295	Basic	SHELL CHIP & OIP	68		68	13.73	\$ 934.44
409018	Basic	A DINNER WBC	152		152	6.13	\$ 931.76
450074	Basic	CRAB W/SHELL WBC	135		135	6.32	\$ 853.20
470036	Basic	HARVEST SM RD BOWL	100		100	8.00	\$ 800.00
87056420	Serviceware	DOU RUGGAE HAND CARVED TRAY	53		53	14.20	\$ 752.60
201452	Gridware	2 QT DUTCH OVEN	42		42	16.53	\$ 695.26
455241	Basic	BELLE MONT OVAL BOWL		48	48	15.41	\$ 739.68
27206420	Serviceware	DOU FLUTES & PEARLS HAND DIV	54		54	14.20	\$ 766.80
410251	Basic	PEAR BOWL	31		31	17.38	\$ 539.92
289041	Basic	SEA SHORE TRIVET	79		79	7.38	\$ 583.02
470054	Basic	HARVEST MED OVAL TRAY	37		37	15.72	\$ 581.64
189024	Basic	STEER BOWL	95		95	6.80	\$ 646.00
263150	Basic	8 x 5 Plaque	80		80	6.75	\$ 540.00
201013	Gridware	RECTANGULAR SKILLET	59		59	7.89	\$ 465.51
272154	Basic	FLUTES & PEARLS MD RD BOWL	29		29	15.26	\$ 442.54
621011	Basic	EDW BOY SCOT PECKER	14		14	29.15	\$ 408.10
172087	Basic	FLUTES & PEARLS TRIVET	68		68	6.00	\$ 408.00
272009	Basic	FLUTES AND PEARLS SET	12		12	33.72	\$ 404.64
218236	Basic	GREEK KEY MEDIUM 3 PC SALAD	15		15	25.15	\$ 377.25
338036	Basic	BELLE MONT MEDIUM OVAL TRAY	1	23	24	15.37	\$ 368.88
395136	Basic	Servino 3 pc. Sided Set	14		14	25.15	\$ 352.10
295106	Basic	STARFISH LARGE ROUND TRAY		15	15	22.64	\$ 339.60
188331	Basic	MONOGRAM "F" OVAL TRAY	22		22	15.34	\$ 337.48
295024	Basic	FISH SERVER		23	23	14.97	\$ 321.31
201055	Gridware	FISH GRILLER	23		23	13.35	\$ 307.05
188374	Basic	MONOGRAM "N" OVAL TRAY	20		20	15.34	\$ 306.80
280034	Basic	8 PLEBONE SM RD TRAY	22		22	13.14	\$ 289.08
305105	Basic	BELLE MONT LONG TRAY		19	19	12.60	\$ 239.40
355045	Basic	STAFFORD PLCT. TRAY	1	18	19	14.79	\$ 281.01
284185	Basic	SEA LIFE OVAL TRAY W/ HANDLES	1	10	11	25.23	\$ 277.53

Row ID	Category	Description	On Hand	In Transit	Total QTY	Cost	EXT Asset Cost
810225	Basic	G REGGAL TURLIN W/LD S LADLE	8		8	34.00	\$ 272.00
395184	Basic	SOLARO MEDIUM SQ TRAY	14		14	18.79	\$ 263.06
355058	Basic	STAFFORD HANDLE TRAY	1	13	14	20.07	\$ 280.98
476186	Basic	HARVEST CHIP & DIP (2PC)		11	11	22.02	\$ 242.22
295095	Basic	OYSTER SHELL CHIP AND DIP		17	17	14.00	\$ 238.00
383235	Basic	BELLE MONT SMALL SQUARE BOWL	6	21	27	8.76	\$ 236.52
355001	Basic	STAFFORD BKT	7		7	32.60	\$ 228.20
395074	Basic	BELLE MONT WBC	30		30	7.42	\$ 222.60
395134	Basic	SOLARO CHIP AND DIP	17		17	12.87	\$ 218.79
476044	Basic	HARVEST MEDIUM BOWL	12		12	17.77	\$ 213.24
213058	Basic	COASTAL HANDLE TRAY		13	13	15.62	\$ 203.06
395024	Basic	BELLE MONT BREAD TRAY	1	23	24	8.42	\$ 202.08
294235	Basic	SEA LIFE ROUND BOWL	7		7	28.71	\$ 199.11
201284	Grillware	SQUARE BOWL	15		15	13.15	\$ 197.25
350195	Basic	OYSTER BED LE PETIT		13	13	15.00	\$ 195.00
295024	Basic	SEA SHORE WBC	30		30	6.32	\$ 189.60
295134	Basic	TURTLE CHIP AND DIP		10	10	18.64	\$ 186.40
301233	Grillware	LG FAULTA TRAY ONLY BOBBY	27		27	6.75	\$ 182.25
170004	Basic	HARVEST BREAD BASKET		13	13	14.01	\$ 182.13
187134	Basic	MONOGRAM "A" BOWL	10		10	16.75	\$ 167.50
201045	Grillware	SQUARE DOLE W/HANDLE	11		11	14.85	\$ 163.35
385036	Basic	BELLE MONT LG 2PC CHIP & DIP	6		6	22.64	\$ 135.84
443051	Basic	BOUCLE MEDIUM OVAL TRAY	10		10	13.37	\$ 133.70
183174	Basic	MONOGRAM "K" OVAL TRAY	10		10	13.34	\$ 133.40
470001	Basic	HARVEST SET	6		6	23.72	\$ 142.32
385101	Basic	BELLE MONT LARGE RD TRAY		8	8	17.20	\$ 137.60
243183	Basic	COASTAL MD BOWL	6	2	8	16.97	\$ 135.76
272105	Basic	FLUTES & PLATES LONG NARROW TR		5	5	14.79	\$ 133.11
385061	Basic	BELLE MONT MED RD TRAY	8		8	15.89	\$ 127.12
355095	Basic	STAFFORD CHIP & DIP		8	8	15.38	\$ 123.04
185134	Basic	MONOGRAM "J" OVAL TRAY	8		8	15.34	\$ 122.72
SNOWMAN	Set Grillware	SNOWMAN ORNAMENT	30		30	4.00	\$ 120.00
185134	Basic	MONOGRAM "E" OVAL TRAY	7		7	15.34	\$ 107.38
280034	Basic	PLEBBIE 2 PC CHIP & DIP	4		4	25.72	\$ 102.88
243043	Basic	COASTAL 2PC CHIP & DIP		4	4	25.64	\$ 102.56
185044	Basic	WESTERN BREAD TRAY	1	11	12	8.41	\$ 100.92
201502	Grillware	CHILI POT W/LD	4		4	23.56	\$ 94.36
430244	Basic	APPLE BOWL	6		6	15.39	\$ 92.34
185034	Basic	MONOGRAM "A" OVAL TRAY	6		6	15.34	\$ 92.04

Item #	Category	Description	On Hand	In Transit	Total Qty	Cost	EXT Asset Cost
285081	Basic	BELLE MONT TRAY	12		12	7.48	\$ 89.88
284108	Basic	SAND DOLLAR TRAY	3	2	5	17.95	\$ 89.75
400512	Basic	d MARLIN LICENSE PLT	17		17	5.25	\$ 89.25
188174	Basic	MONOGRAM 12" OVAL TRAY		6	6	14.50	\$ 87.54
214038	Basic	GREEN FLY LG WIDE OVAL PLATTER	3		3	28.80	\$ 86.40
189054	Basic	WESTERN OVAL TRAY	1	1	2	17.12	\$ 85.60
401003NA	Set/ware	ALPHABET PLATE- NO ANTIQUE	10		10	8.20	\$ 83.80
267132	Basic	4 x 6 PLATQUE	12		12	6.75	\$ 81.60
216048	Basic	GREEK KLY 2 PIECE CHP AND DIP	3		3	25.72	\$ 77.28
355594	Basic	SHELL SM SADDL/HORS D'VRE	5		5	14.66	\$ 73.30
351070	Basic	STEER CARVING BOARD	3		3	22.66	\$ 67.98
238524	Basic	WINE LOVE AGE WBC		12	12	5.57	\$ 66.84
365204	Basic	d WM & MARY LG RD BOWL	2		2	30.28	\$ 60.58
335304	Basic	SOLARD LG RD TRAY	4		4	15.14	\$ 60.56
355244	Basic	d SCALLOP HDL BURPET TRAY	2		2	28.05	\$ 58.10
411236	Basic	d VEGETABLE ROUND BOWL	2		2	27.58	\$ 55.86
410210	Basic	d FRUIT ROUND BOWL	2		2	27.45	\$ 54.90
216284	Basic	GREEK KLY MED BOWL	3		3	18.26	\$ 54.87
385286	Basic	BELLE MONT HANDLED TRAY	1	2	3	17.63	\$ 52.89
291581	Basic	GRILLWARE SET	3		3	17.49	\$ 52.47
351034	Basic	d STAFFORD LG CHP & DIP	2		2	26.22	\$ 52.44
355146	Basic	d STAFFORD LG BOWL	2		2	26.06	\$ 52.12
411054	Basic	d VEGETABLE OVAL TRAY W/ HANDLE	2		2	24.48	\$ 48.96
445206	Basic	d BOUCL 12 LG 3 PC SALAD SET	2		2	24.00	\$ 48.00
410054	Basic	d FRUIT OVAL TRAY W/ HANDLES	2		2	23.62	\$ 47.64
365894	Basic	d WM & MARY LG CHP & DIP	2		2	23.52	\$ 47.04
400510	Basic	d FISH SHAPD LICENSE PLT	8		8	5.25	\$ 42.00
400730	Basic	d ALABAMA LICENSE PLT	8		8	5.25	\$ 42.00
291520	Basic	GRILLWARE SAUCE PAN		5	5	8.30	\$ 41.50
280221	Basic	d PEBBLE LG SQ BOWL	2		2	20.14	\$ 40.28
280234	Basic	d PEBBLE RG CHEESE BOARD	3		3	13.14	\$ 39.42
356234	Basic	SCALLOP HANDLE OVAL TRAY		2	2	18.90	\$ 37.82
467094	Basic	d ENGLISH LACE CND	2		2	18.95	\$ 37.90
445184	Basic	d BOUCL RD BOWL	2		2	18.33	\$ 36.66
272005	Basic	d FLUTES & PEARLS LOW RD TRAY	2		2	17.75	\$ 35.50
424804	Basic	d RUSTIC STAR FLAG DISH	2		2	17.47	\$ 34.94
450184	Basic	d CRAB W/ SHELL SQ TRAY	2		2	17.28	\$ 34.56
289004	Basic	d SEA SHORE LG RD TRAY	2		2	16.93	\$ 33.86
107284	Basic	d ENGLISH LACD MED BOWL	2		2	16.21	\$ 32.42

Row Labels	Category	Description	On Hand	In Transit	Total Qty	Cost	EXT Asset Cost
153550	Basic	6 BOULES EGG TRAY	2		2	15.14	\$ 31.28
155144	Basic	WESTERN BOWL		1	2	15.98	\$ 31.96
345206	Basic	6 BELLE MONT LG 3PC SALAD SET	1		1	31.32	\$ 31.32
155154	Basic	MONOGRAM "W" OVAL TRAY	2		2	15.34	\$ 30.68
155314	Basic	MONOGRAM "S" OVAL TRAY	2		2	15.34	\$ 30.68
457048	Basic	6 ENGLISH LACE RECT. TRAY	2		2	15.00	\$ 30.00
345244	Basic	6 WM & MARY LG OVAL TRAY	1		1	29.57	\$ 29.57
157234	Basic	MONOGRAM "A" BREAD TRAY	3		3	9.68	\$ 29.04
114064	Basic	6 PLOUGH POLISH SALAD PLATE		4	4	5.75	\$ 23.00
345144	Basic	6 BELLE MONT LG BOWL	1		1	26.35	\$ 26.35
457244	Basic	6 ENGLISH LACE SM HANDLE BOWL	2		2	12.93	\$ 25.86
355134	Basic	6 STAFFORD 12" RD TRAY	2		2	12.95	\$ 25.78
333055	Basic	6 LOVE 9" CROSS	2		2	12.35	\$ 24.70
355318	Basic	6 WM & MARY SQ TRAY	1		1	24.56	\$ 24.56
129804	Basic	6 CLASS C MD OVAL TRAY	2		2	11.81	\$ 23.62
111155	Basic	6 PLOUGH MATTE SM RD TRAY	2		2	11.79	\$ 23.58
202149	Grdware	OVAL AU GRATIN	3		3	7.66	\$ 22.98
230255	Basic	6 PEBBLE SM BOWL	2		2	11.00	\$ 22.00
601002	Basic	WATER GOBLET	2		2	10.79	\$ 21.58
333065	Basic	6 HOPE 8" CROSS	2		2	10.65	\$ 21.30
424850	Basic	6 PLUSTIC SM SPAR 5-5"	2		2	10.53	\$ 21.06
272484	Basic	FLUTES & PEARLS TRAY W/ HANDLE	1		1	20.05	\$ 20.05
424712	Basic	STARS LG RD TRAY	1		1	18.47	\$ 18.47
471844	Basic	6 AMERICAN FLAG BREAD TRAY	2		2	9.16	\$ 18.32
202453	Grdware	6 LOAF PAN	2		2	8.26	\$ 17.72
355334	Basic	BELLE MONT CHEESEBOARD	1		1	17.70	\$ 17.70
443504	Basic	6 BOUCLE RD TRAY W/ CHEESEBOARD	1		1	17.70	\$ 17.70
355254	Basic	6 WM & MARY MD OVAL TRAY	1		1	16.93	\$ 16.93
170044	Basic	6 HORSES BREAD TRAY	2		2	8.42	\$ 16.84
353054	Basic	6 FAITH HOPE & LOVE BREAD TRAY	2		2	8.42	\$ 16.84
354071	Basic	6 GRACE SM BREAD TRAY	2		2	8.42	\$ 16.84
334114	Basic	6 JOY SM BREAD TRAY	2		2	8.42	\$ 16.84
334174	Basic	6 FAITH SM BREAD TRAY	2		2	8.42	\$ 16.84
334211	Basic	6 LOVE SM BREAD TRAY	2		2	8.42	\$ 16.84
289017	Basic	6 SEA SHORE MD RD BOWL	1		1	16.73	\$ 16.73
353045	Basic	6 FAITH 7" CROSS	2		2	8.14	\$ 16.28
TRC	Scrdware	CHRISTMAS TREE ORNAMENT	4		4	4.00	\$ 16.00
201085	Grdware	6 JALAPENO TRAY	2		2	7.85	\$ 15.70
155354	Basic	MONOGRAM "W" OVAL TRAY	1		1	15.34	\$ 15.34
184054	Basic	MONOGRAM "S" OVAL TRAY	1		1	15.34	\$ 15.34
355185	Basic	STAFFORD MD BOWL	1		1	15.23	\$ 15.23
272225	Basic	FLUTES & PEARLS MD SQ BOWL	1		1	14.85	\$ 14.85
454244	Basic	6 BOUCLE SM OVAL BOWL	2		2	7.36	\$ 14.72
214455	Basic	GREEK KEY SMALL RECT TRAY	1		1	14.59	\$ 14.59
355205	Basic	6 WM & MARY SM SQ BOWL	1		1	12.92	\$ 12.92
109125	Basic	6 CLASS C CRACKER TRAY	2		2	6.35	\$ 12.70
322045	Basic	6 CHRISTMAS YALL CHEESE TRAY	2		2	5.78	\$ 11.56
450194	Basic	CRAB W/SHRIMP SMALL CHIP & DIP	1		1	11.50	\$ 11.50
400518	Basic	6 DOWNHILL SKIER LICENSE PLT	2		2	5.25	\$ 10.50
243044	Basic	COASTAL BREAD TRAY	1		1	7.91	\$ 7.91
272075	Basic	FLUTES & PEARLS WBC	1		1	7.88	\$ 7.88
272315	Basic	FLUTES & PEARLS GOBLET	1		1	7.72	\$ 7.72
272335	Basic	FLUTES & PEARLS SNACK BOWL	1		1	7.56	\$ 7.56
201055	Grdware	6 INDY CROCK W/ HANDLES	2		2	3.73	\$ 7.46
145071	Basic	6 CLASS C GRAVY BOAT	1		1	7.14	\$ 7.14
272017	Basic	FLUTES & PEARLS SM HANDLE BOWL	1		1	6.75	\$ 6.75
272077	Basic	FLUTES & PEARLS 7QT RECT BAKEP	1		1	6.75	\$ 6.75
111052	Basic	PEANUT D SH	1		1	6.75	\$ 6.75
114061	Basic	6 PLOUGH MATTE SALAD PLATE	1		1	6.70	\$ 6.70
242284	Basic	SEAFOOD Mallet	2		2	3.35	\$ 6.70
272345	Basic	FLUTES & PEARLS REC BREAD TRAY	1		1	6.61	\$ 6.61
250145	Basic	6 SNOWFLAKE ORNAMENT 2015	2		2	2.95	\$ 5.90
400520	Basic	6 JESUS LICENSE PLT	1		1	5.25	\$ 5.25
320925	Basic	6 REGGAE DIP BOWL	1		1	4.26	\$ 4.26
272025	Basic	6 FLUTES & PEARLS SM DIP BOWL	1		1	3.98	\$ 3.98
			21,627	1,704	23,331	11.87	277,022

**EXHIBIT A**

**BILL OF SALE**

Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company (the "Seller"), does hereby sell, transfer, assign and convey unto Lifetime Brands, Inc., a Delaware corporation, or its assignee (the "Purchaser"), the Purchased Assets (as defined in the Asset Purchase Agreement of even date herewith between the Seller and Purchaser).

The Seller represents and warrants that it has good and marketable title to the Purchased Assets, free and clear of all Liens (as defined in the Asset Purchase Agreement of even date herewith between the Seller and Purchaser), and that Purchaser will acquire good and marketable title to the Purchased Assets, free and clear of all Liens.

IN WITNESS WHEREOF, the SELLER has executed and delivered this Bill of Sale as of this April \_\_, 2016.

GORDON BROTHERS COMMERCIAL & INDUSTRIAL, LLC

By: 

Name: *Jim Lightbown*

Title: *Managing Director*

**EXHIBIT B**

**TRADEMARK ASSIGNMENT**

WHEREAS, Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company having a business address of Prudential Tower, 800 Boylston Street, 27th Floor, Boston, MA 02199 (the "ASSIGNOR"), owns and uses the registered trademarks (hereinafter "MARKS") listed on the attached Schedule of US and Canada Trademark Registrations;

WHEREAS, Lifetime Brands, Inc. a corporation organized and existing under the laws of Delaware and having a business address of 1000 Stewart Avenue, Garden City, NY 11530 (the "ASSIGNEE"), desires to acquire the MARKS, and past common law causes of action thereof;

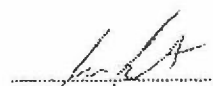
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all rights, title and interest in and to the MARKS, together with the goodwill of the business connected with the MARKS, and symbolized by the MARKS. ASSIGNOR further assigns to ASSIGNEE the right to sue for past common law causes of action.

ASSIGNOR

ASSIGNEE

Gordon Brothers Commercial & Industrial, LLC

Lifetime Brands, Inc.

  
Title: Managing Director  
Name: Gregory D. Miller

Title: \_\_\_\_\_  
Name: \_\_\_\_\_

Date: 4-1-2016

Date: \_\_\_\_\_



**TRADEMARK ASSIGNMENT**

WHEREAS, Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company having a business address of Prudential Tower, 800 Boylston Street, 27th Floor, Boston, MA 02199 (the "ASSIGNOR"), owns and uses the registered trademarks (hereinafter "MARKS") listed on the attached Schedule of US and Canada Trademark Registrations;

WHEREAS, Lifetime Brands, Inc. a corporation organized and existing under the laws of Delaware and having a business address of 1000 Stewart Avenue, Garden City, NY 11530 (the "ASSIGNEE"), desires to acquire the MARKS, and past common law causes of action thereof;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR hereby assigns to ASSIGNEE all rights, title and interest in and to the MARKS, together with the goodwill of the business connected with the MARKS, and symbolized by the MARKS. ASSIGNOR further assigns to ASSIGNEE the right to sue for past common law causes of action.

ASSIGNOR

Gordon Brothers Commercial & Industrial, LLC

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

ASSIGNEE

Lifetime Brands, Inc.

Title:  \_\_\_\_\_

Name: Jeffrey Singer

Date: \_\_\_\_\_

**Schedule of US and Canada Trademark Registrations**

**U.S. Trademarks:**

<u>Trademark</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
GOURMET	Live	78674112	3216637	03/06/2007
REGGAE	Live	78226258	2810713	02/03/2004
INSPIRATIONS	Live	78092940	3720021	12/01/2009
AMERICAN INSPIRATIONS	Live	75515797	2373687	08/01/2000
ELEGANT. YET, SO PRACTICAL.	Live	75400286	2262372	07/20/1999
WILTON ARMETALE	Live	74341193	1897896	06/06/1995
ARMETALE	Live	73053546	1042092	06/29/1976
COUNTRY FRENCH	Live	73045525	1040944	06/08/1976
RWP	Live	73033001	1028569	12/30/1975
ARMETALE	Live	72304526	0883160	12/30/1969
RWP	Live	72304524	0884447	01/20/1970
RWP	Live	72304523	0867174	03/25/1969

**Canada Trademarks:**

<u>Trademark</u>	<u>Status</u>	<u>Serial No.</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
Misc Design (Swirls, Zigzag lines, border of circle)	Live	1087714	TMA582482	5/27/2003
ARMETALE	Live	0624287	TMA372674	8/31/1990

**EXHIBIT C**

**DOMAIN NAME AND WEBSITE ASSIGNMENT**

This Domain Name and Website Assignment, effective as of April \_\_, 2016 (the "Effective Date"), is between Gordon Brothers Commercial & Industrial, LLC, a Delaware limited liability company, and Gordon Brothers Group, LLC, a Massachusetts limited liability, each having a business address of Prudential Tower, 800 Boylston Street, 27th Floor, Boston, MA 02199 (together, the "Assignor"), and Lifetime Brands, Inc., a Delaware corporation with its principal place of business located at 1000 Stewart Avenue, Garden City, New York 11530 (the "Assignee").

WHEREAS, Gordon Brothers Commercial & Industrial, LLC and Assignee are parties to an Asset Purchase Agreement dated there date hereof; and

WHEREAS, Assignor has registered the following Internet domain names (the "Domain Names")

armatal.com  
armetale.biz  
armetale.com  
armetale.net  
armetale.org  
armetale.us  
wiltonarmetale.com  
gourmetgrillware.com

and is the registered owner thereof;

WHEREAS, Assignor agrees to assign, transfer and sell Assignor's entire right, title and interest in and to the Domain Names to Assignee; and Assignee agrees to acquire Assignor's entire right, title, and interest in and to the Domain Names.

NOW, THEREFORE, for One Dollar (\$1.00) and other fair and good consideration, Assignor, as of the Effective Date, hereby assigns, transfers and sells to Assignee, its successors, and assigns, Assignor's entire worldwide right, title and interest in and to the Domain Names, including, but not limited to, Assignor's right, title and interest in and to the following: the registrations of the Domain Names; any intellectual property rights attaching to such Domain Names; all of the goodwill associated with the Domain Names; all renewals and extensions of rights associated with the Domain Names; all income, royalties, damages, and payments now or hereafter due or payable with respect to the Domain Names; all causes of action (in law and/or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement

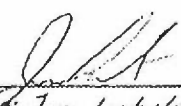
or any other causes of action related to any Domain Name; and all rights corresponding thereto throughout the respective worldwide jurisdictions where Assignor holds rights in the Domain Names.

Upon the date first written above, Assignor shall provide Assignee with the identification code, password and relevant account information for each Domain Name registration with each applicable registrar. Assignor and Assignee agree that Assignee shall be responsible for the transfer of the Domain Names after the identification code, password and relevant account information for each Domain Name registration with each applicable registrar is provided by Assignor; provided, however, Assignor agrees to cause to be done, any and all acts necessary as may be reasonably requested from time to time by Assignee to effectuate the transfer of the Domain Names to Assignee. Assignor, as of the Effective Date, agrees to immediately cease using the Domain Names and further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents regarding the rights assigned, transferred and sold herein, as reasonably requested by Assignee or its successors or assigns.

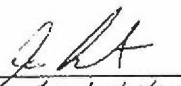
WHEREFORE, Assignor has duly executed this Domain Name Assignment on the date indicated below.

ASSIGNOR:

Gordon Brothers Commercial & Industrial, LLC

By   
Name: Jim Lightbown  
Title: Managing Director

Gordon Brothers Group, LLC

By   
Name: Jim Lightbown  
Title: Managing Director

**EXHIBIT D**

**COPYRIGHT ASSIGNMENT**

FOR GOOD AND VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Gordon Brothers Commercial & Industrial, LLC ("Assignor"), a limited liability company organized and existing under the laws of Massachusetts and having a business address of Prudential Tower, 800 Boylston Street, 27th Floor, Boston, MA 02199, hereby irrevocably transfers and assigns to Lifetime Brands, Inc., a Delaware corporation with its principal place of business located at 1000 Stewart Avenue, Garden City, New York 11530 ("Assignee), its successors and assigns, in perpetuity, all right (whether now known or hereinafter invented), all title, and interest, throughout the world, including any copyrights and renewals or extensions thereto, in all copyrights attached hereto and listed in Exhibit A.

IN WITNESS THEREOF, Assignor has duly executed this Agreement.

Gordon Brothers Commercial & Industrial, LLC

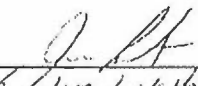
By:   
Name: Dan Lightbown  
Title: Managing Director  
Date: 4-1-2016

Exhibit A to Copyright Assignment

**Copyrights**

#	Full Title	Copyright Number	Date
	Cape Henlopen mug / Ester Ann Ingram.	VA0000115328	1978
	Jonathan Young Windmill.	VAu000046113	1983
	Start a Fire.	SRu001191196	2014
	Wilton Armetale artesian road.	VA0001282150	2004
	Wilton Armetale artesian road.	VA0001282149	2004
[6]	Wilton Armetale artesian road.	VA0001282151	2004
	Wilton Armetale Artesian Road.	VA0001281852	2004
	Wilton armetale artesian road 2004	VA0001278444	2004
	Wilton Armetale Artesian Road 2004. Add Ft: Tracy Porter. Author Of Work Made For Hire. VA 1-278-444.	V3590D756	2010
[10]	Wilton Armetale Artesian Road. VA 1-281-852.	V3590D756	2010
[11]	Wilton Armetale Artesian Road. VA 1-282-149.	V3590D756	2010
[12]	Wilton Armetale Artesian Road. VA 1-282-150.	V3590D756	2010
[13]	Wilton Armetale Artesian Road. VA 1-282-151.	V3590D756	2010
[14]	Wilton armetale jardiniere.	VA0001219572	2003
[15]	Wilton armetale jardiniere.	VA0001219571	2003
[16]	Wilton Armetale Jardiniere. VA 1-219-571.	V3590D756	2010
	Wilton Armetale Jardiniere. VA 1-219-572.	V3590D756	2010

## EXHIBIT G-10

**Wilton Armetale**

	Actuals
<b>Revenue:</b>	
Revenue (Inventory)	\$ 666,263
Revenue (Retail Store)	\$ 78,014
Revenue (A/R)	\$ 317,266
Revenue (Brand/IP)	\$ 350,000
Revenue (FF&E)	\$ 24,520
<b>Total Revenue</b>	<b>\$ 1,436,063</b>
Purchase Price	\$ 725,000
<b>Total Purchase Price</b>	<b>\$ 725,000</b>
<b>Gross Profit</b>	<b>\$ 711,063</b>
<b>Occupancy &amp; Related:</b>	
Freight in/Out	\$ 5,643
Inventory Purchases	\$ 65,000
Refunds	\$ 150
Utilities	\$ 880
IT Expenses	\$ 1,577
R&M	\$ 1,261
Misc. and Contingency Expense	\$ 134
Payroll	\$ 96,519
Retail Store Sale Expenses	\$ 675
Employee Bonuses	\$ 4,920
Temps	\$ 854
<b>Total Occupancy &amp; Related Expenses</b>	<b>\$ 177,613</b>
<b>Corporate &amp; Misc.:</b>	
Professional Fees/Legal	\$ 36,137
Travel	\$ 17,619
Due Diligence	\$ -
AR Collection Fee	\$ 12,583
Bank Fees	\$ 9,316
Cost of Capital	\$ -
<b>Total Corp/Misc Expenses</b>	<b>\$ 75,656</b>
<b>Total Expenses</b>	<b>\$ 253,269</b>
<b>GBCI Profit</b>	<b>\$ 457,794</b>

1) The above P&L Statement does not take corporate operational expenses into consideration such as GB employee time, cost of capital, and corporate banking fees.